

TERMS AND CONDITIONS FOR eDOCUMENTS

Irish Life Assurance plc

Important Legal Notice: Please read the following terms and conditions carefully. Access to and use of the eDocuments Service is subject to these terms and conditions ("**Terms and Conditions**"). If you do not accept these, please do not register for the eDocuments Service.

INTRODUCTION

The use of the eDocuments Service is governed by these Terms and Conditions. These Terms and Conditions operate in conjunction with Irish Life Assurance Plc's My Online Services terms and conditions, privacy statement and website terms and conditions. In the event of any inconsistency or conflict between these documents, the Terms and Conditions shall prevail where the eDocuments Service is concerned. Your availing of the eDocuments Service provides your request and consent to receive the eDocuments Service in accordance with the Terms and Conditions.

No provision in these Terms and Conditions will affect your statutory rights.

DEFINITIONS

The following words have the following meanings:

- **Alert** - email or SMS message sent to you by us to notify you that an eDocument is available in the Electronic Mailbox or possibly that other events have occurred on your Plan.
- **eDocument** - a document which is made available to you in a paperless electronic format i.e. the document is stored in the Electronic Mailbox and made available to you via Portus.ie and a notification that the document is available is sent to you via both email and SMS.
- **eDocuments Service** - the service whereby we store your eDocuments in the Electronic Mailbox and we allow you to view them via the Portus Website.
- **Electronic Mailbox** - the online document store which contains your eDocuments and is accessible via the Portus Website.
- **End-user Device** - > - the telecommunications equipment used by you to access the eDocuments Service.
- **My Portus** - the various self-service features and functions available through the Portus Website.
- **Portus.ie** - the website from which you can access Portus
- **Plan** - the insurance contract between you and us
- **Self-Service ID/SSID** - your personal identification number used by you in conjunction with other personal security details to access My Portus
- **We, us, our** - Irish Life Assurance Plc
- **You, your** - the person who has registered for the eDocuments Service.

REGISTERING FOR AND USING eDOCUMENTS

In order to avail of the eDocuments Service, you must register for My Portus.

You may at any time stop your access to the eDocuments Service by switching off the eDocuments Service for any Plan you are associated with. By doing so you are agreeing to return to receiving hard copy, paper based documents.

Changes made to your settings will normally take effect from the next working day but may take longer in some cases.

Your right to access and use the eDocuments Service is personal to you and therefore cannot be transferred.

You shall bear any fees, charges or expenses which may be imposed by any telecommunications company (whether or not designated by us) providing or servicing your End-user Device in connection with your access to the eDocuments Service.

HOW eDOCUMENTS WORKS

When you sign up a Plan for the eDocuments Service, we stop sending you hard copy, paper based documents via post. Instead, we store your documents in the Electronic Mailbox and we allow you to view them via Portus.ie.

Every time an eDocument is produced we will send you an email and SMS Alert to notify you that a new eDocument has been added to the Electronic Mailbox for you to view via Portus.ie.

You can update your email address and mobile number through Portus.ie. You accept that you are responsible for ensuring that both your email address and phone number are kept accurate and up-to-date. You warrant that these and all other information given to us for the purposes of or in connection with the eDocuments Service are complete, accurate and up-to-date at all relevant times and you undertake to promptly notify us of any changes to such information.

You undertake to verify the correctness of each eDocument which contains a notice to you in relation to any potential discrepancies, omissions or inaccuracies contained in it. If no objection is made by you within 30 days, the same shall be evidence without any further proof that the eDocument is correct and we shall be free from all claims in relation to it.

VIEWING eDOCUMENTS

You can view your eDocuments through Portus.ie.

Your eDocuments are available in PDF format. You are responsible for ensuring that you can access the eDocuments Service.

eDocuments will open in a separate session window. This means that your eDocuments will remain on screen unless closed by you. You should not leave this window open when you log off from My Portus and you should not leave it open to view, or otherwise accessible by third parties.

Your eDocuments can be saved locally or printed off for your own records if required.

Your eDocuments will remain available on Portus.ie for a period of seven years after the end date of the plan.

THE STATUS OF eDOCUMENTS

eDocuments are synonymous with paper documents wherever documents are referenced in Plan documents and Plan Terms and Conditions etc.

We cannot guarantee that eDocuments will be accepted as evidence by Irish or international authorities. You accept full responsibility when presenting eDocuments in matters concerning such authorities.

SCOPE OF THE eDOCUMENTS SERVICE

We will from time to time determine or specify the scope and features of the eDocuments Service and are entitled to modify, expand or reduce the same at any time with or without notice

If we give notice of a change to the eDocuments Service, such notice will be posted on Portus.ie.

ADDITIONAL INFORMATION

Some letters will continue to be sent by post.

Some examples are:

- Letters to joint addressees where one of the addressees has not signed up to the eDocuments Service;
- Letters containing cheques; and
- Non-standard letters.

Some letters may contain forms that need to be signed and returned to us.

You should print these out, complete them as normal and return them to us. Where letters refer to a freepost envelope you should send your reply to:

- Irish Life Assurance plc
- Freepost PO Box 129
- Irish Life Centre, Lr Abbey Street, Dublin 1

Some letters may make reference to an enclosed Direct Debit Mandate.

For such letters you should download the Direct Debit Mandate form from the My Online Services Website.

Some letters may make reference to "**the enclosed [flyer name]..**"

This type of enclosure can be viewed in one of two ways:

- Important enclosures such as product booklets may be linked to your eDocument when you view it via Portus.ie. Clicking on the link will open a PDF version of the enclosure.
- More general purpose enclosures can be found elsewhere on Portus.ie Website.

RESPONSIBILITY FOR ACCESSING NEW eDOCUMENTS

You accept that you are responsible for accessing the eDocuments Service and viewing new eDocuments. You acknowledge that by storing eDocuments in the Electronic Mailbox, we specifically fulfill our notification and accountability obligations towards you. You agree to the electronic means of communication facilitated by the eDocuments Service and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

You acknowledge that any deadline that may be connected with your eDocument(s) starts to run from when the eDocument is stored in the Electronic Mailbox.

SOFTWARE

Where the eDocuments Service utilises our or our affiliates' or suppliers' proprietary software, we grant to you a limited and revocable non-exclusive license to use this software solely for the purposes of accessing and using the eDocuments Service or such other purposes as we may permit. You agree not to disassemble, decompile, copy, modify or reverse engineer any such software or permit anyone else to do so.

SECURITY

You agree to keep your SSID and any other personal security details secure and confidential at all times and take all reasonable precautions to prevent unauthorised or fraudulent use of such.

You acknowledge that you should change your personal security details from time to time to guard against unauthorised or fraudulent access to the eDocuments Service.

You should never respond to a request purportedly from us to provide your SSID and any other personal security details as we will never make such a request.

Your use and storage of any information, including SSID and any other personal security details, transaction or any other information is at your own risk and is your sole responsibility and liability. You are responsible for all legal obligations for the recording, suitable storage and/or saving of eDocuments, as well as for their integrity and subsequent use.

You accept that neither you nor we are guaranteed absolute security in relation to the eDocuments Service.

Your End-user Device is part of the delivery of the eDocuments Service. However, this is outside our control and can become a security risk. Despite our security measures, we cannot accept responsibility for your End-user Device. You acknowledge the following in particular that:

- Insufficient familiarity with the system and lack of security precautions on the End-user Device can make unauthorised access easier (e.g. saving data with insufficient protection on hard drives, file transfers, information left on the screen, etc.). You are responsible for obtaining information on the necessary security precautions.
- It is impossible to rule out the possibility that your behaviour may be profiled by a network provider (e.g. internet service provider, SMS provider), i.e. the network provider can infer when and with whom you make contact.
- There is a risk that a third party may gain undetected access to the computer while the eDocuments Service is being used.
- Technology risks (such as viruses or destructive codes) may spread to your End-user Device when it connects to an external server for a network session (e.g. the internet, SMS). Appropriate security software that is available in the market can help you take the necessary security precautions. You understand that connection to an external server for a network session involves the risk of possible unauthorised alteration or usage of eDocuments. You understand, acknowledge and confirm that connection to an external server for a network session is susceptible to fraud, misuse, hacking and other actions to that effect. You agree to exempt us from any and all responsibility/liability arising from such misuse.
- You should only install software that has been obtained from reliable sources.

You agree that you are aware of the risk of the content of your eDocuments becoming known to third parties and you agree that you shall not hold us responsible for same and that same shall not be considered as a breach by us of any data protection or confidentiality obligations.

You must inform us immediately if any My Portus Website hyperlinks appear to be irregular or if your SSID or any other personal security details are compromised.

Neither we, any of our affiliates, nor any telecommunications companies designated by us (if any) for the purposes of providing the eDocuments Service shall assume any liability or responsibility for the consequences arising from any cause beyond our reasonable control, including, without limitation, failure of your End-user Device or any other telecommunications equipment to receive the eDocuments for whatever reason, any

telecommunications breakdown, mechanical failure, path failure, malfunction, technical breakdown, interruption or accuracy of equipment or installation.

You are responsible for the security of your End-user Device and must take all reasonable precautions to prevent anyone else from accessing it or any confidential information stored or accessible on it.

You must inform us as soon as possible of all matters which may have an impact on or otherwise affect our provision or your use of the eDocuments Service.

TERMINATION AND SUSPENSION

We may at our discretion, at any time and for any reason, suspend all or part of your eDocuments Service during which time you will receive hard copy, paper based documents via post, exclusively or in addition to eDocuments.

Any termination or suspension of the eDocuments Service is without prejudice to and shall not affect the liabilities and rights which have accrued between you and us prior to the date of suspension or termination.

We will not assume any liabilities or responsibilities for any suspension or termination of the eDocuments Service under any circumstances.

DISCLAIMERS

You remain fully liable for all contractual liabilities to us, irrespective of the availability or non-availability of the eDocuments Service.

You agree to indemnify us against all or any losses, liabilities, charges, expenses and penalties of any kind which may be incurred or suffered by us in connection with or as a result of your use of the eDocuments Service or your breach of the Terms and Conditions.

You agree that we will not be liable for any of the following matters or for any of the following types of loss:

- Delays, interruptions, mistakes or failures in the eDocuments Service not within our reasonable control such as a problem with electrical power, a breakdown or any other problem with any equipment, or industrial action or disputes.
- Any loss or damage you suffer as a result of the eDocuments Service not being available or not working properly.
- Indirect, special, incidental or consequential loss or damage (including loss or damage you suffer as a result of an action brought by another person, and any lost profits or other opportunities) even if that loss or damage was reasonably expected, and even if we had been told about the possibility of you suffering it.

The third parties supporting the eDocuments Service (including telecommunications companies designated by us) are neither agencies of us nor representing us. There is no co-

operation, partnership, joint venture or other relationship with us. We are not responsible for any loss caused by such third parties including system operators.

AMENDMENTS

We reserve the right to add to, delete and/or vary any of the Terms and Conditions upon notice to you which shall be posted on Portus.ie. Use of the eDocuments Service after the date upon which any changes to these Terms and Conditions are to have effect (as specified in our notice) will constitute acceptance without reservation by you of such changes. It will also constitute acceptance without reservation by you of such changes if no written objection is received within 30 days of such changes. If you do not accept any proposed changes you must cancel or terminate the eDocuments Service prior to the date upon which such changes are to have effect.

MISCELLANEOUS

If we fail, at any time, to insist upon strict performance of any of your obligations under the Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Terms and Conditions, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default.

If any court or competent authority decides that any of the provisions of the Terms and Conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

We intend to rely upon the Terms and Conditions in relation to your use of the eDocuments Service. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms and Conditions to be confirmed in writing.

Irish law applies to the Terms and Conditions and the Irish courts are the only ones that have jurisdiction over any claims or disputes arising out of or in connection with the Terms and Conditions.